

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1	PAGES 7
2. AMENDMENT/MODIFICATION NO 001	3.EFFECTIVE DATE 6/21/2004	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Department of Energy Office of Headquarters Procurement Services 1000 Independence Avenue, SW Washington, DC 20585	CODE ME-641.2	7. ADMINISTERED BY (if other than Item 6) Debbie Draper (202) 287-1437	CODE ME-641.2	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TO ALL INVITED PARTIES		(X)	9A.AMENDMENT OF SOLICITATION NO. DE-RQ01-04ME90001	
		(X)	9B.DATED (SEE ITEM 11) 6/16/2004	
			10A.MODIFICATION OF CONTRACT/ORDER NO.	
CODE	FACILITY CODE		10B.DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ____ is extended, X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

B/N/C: A204

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(?)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E.IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing Office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of amendment one is to increase the number of pages for the technical submissions, add three firms to the list of contracts that are not included in the PWS and to provide a clarification to Paragraph 16 of the RFQ. Accordingly:

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Craig S. Frame, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signed Copy In File)	6/21/2004
		(Signature of Contracting Officer)	

CONTINUATION OF BLOCK 25: ACCOUNTING AND APPROPRIATION DATA

1. Paragraph 10 is deleted in its entirety and the following Paragraph 10 is substituted in lieu thereof:

10. PAGE RESTRICTIONS FOR SERVICE PROVIDER OFFERS

The service provider shall submit via the DOE IIPS web site the following volumes of material as indicated in the table below:

Volume Title	Maximum Number of Pages (Single-sided with #12 font pitch.) (The Contracting Officer will grant some flexibility for the quantity of pages depending on the DOE printers.)
VOLUME I: TECHNICAL OFFER	
(a) Technical Approach	70
(b) Personnel	30
(c) Quality Control Plan	20
(d) Past Performance	10
(e) Phase-In Plan	20
VOLUME II: PRICE OFFER Price Offer – Technical Approach, Personnel, and Quality Control Plan TIME AND MATERIALS	No Limit – The Agency Tender and commercial service providers <u>must</u> use the pricing format contained in this volume.
VOLUME III: PRICE OFFER Phase-in Plan Time and Materials	No Limit – The Agency Tender and commercial service providers <u>must</u> use the pricing format contained in

	this volume.
VOLUME IV: TECHNICAL ENHANCEMENT OFFER Proposed Enhancements that Exceed PWS Requirements	10
VOLUME V: PRICE ENHANCEMENT OFFER Separate price offer for each proposed Enhancement line item(s) Time and Materials	No Limit – The Agency Tender and commercial service providers <u>must</u> use the pricing format contained in this volume.

Note: The maximum number of pages provided is a maximum not-to-exceed amount and should not be construed as the Government’s requirement for each volume.

2. Paragraph 16 is deleted in its entirety and the following Paragraph 16 is substituted in lieu thereof:

16. VOLUME II: PRICE OFFER (for Vol. I: Technical Approach, Personnel, Quality Control Plan)(See Price Matrix – Attachment 5)

This volume will be used for service providers to provide the pricing needed to provide the services under the PWS based on the technical approach, personnel and quality control plan.

The service provider will provide optional pricing for proposed enhancements to the standards and measurements Technical Exhibit 3-2 under Volume V. (A separate price offer will be provided for each proposed Enhancement line item(s).) Commercial and Agency Tender offers must be in the format found in Attachments 4, 5, and 6.

(a) The service provider’s offer shall represent the service provider’s best effort in response to the solicitation as selection may be made without discussions as permitted under FAR Part 8.4.

(b) The commercial service provider and their team members (including subcontractors) must each have a current GSA Logistics Worldwide Schedule contract under **SINS 874-501 or 507**. The commercial service provider and **Agency Tender** must complete the pricing charts in Attachments 4, 5, and 6. The Phase-In Plan and all

services will be based on a Time and Materials basis. The **Agency Tender** must additionally provide all data elements in accordance with the Compare Software. The **Agency Tender** submission must also include a CD of their price submission and be compatible with the latest version of Compare. The Agency Tender must submit a separate Compare Software diskette for the Albany Research Center and the Headquarters (Washington, DC and Germantown, MD) PWS. The Compare Software may be downloaded from the following website: <http://compare.mevatec.com/>

The DOE will calculate the total price by adding the proposed pricing from the pricing forms to include Phase-In Price, total price for the Base Period (27 months), Option Period One (24 months) and any DOE selected enhancements. The service provider's price will be adjusted based on any adjustments identified by the COMPARE software. The total adjusted price will be evaluated in conjunction with the technical proposal (Technical Approach, Personnel, Quality Control Plan, Past Performance, Phase-In Plan, and any DOE selected enhancements) and a Best Value determination will be made by the DOE.

The Agency Tender's CD must be delivered to the following address: U.S. Department of Energy, Office of Headquarters Procurement Services, Attn: Debbie Draper, ME-641.2, 950 L'Enfant Plaza, Room 8038, Washington, DC 20025, prior to the closing of this Request for Quotations. All other **Agency Tender** documentation must be provided electronically in accordance with Paragraph 8.

(c) Use of Compare Software in the Best Value Selection Process

The DOE will only utilize the Compare Software as a tool for the purpose of determining adjustments to the commercial offeror's pricing and the price submitted by the **Agency Tender**. The Compare Software solution will not in itself result in the selection of a service provider.

The DOE will be using a Best Value approach for the selection of a service provider under the solicitation. The adjusted pricing derived from the Compare Software will be evaluated in conjunction with the technical proposals submitted by the service providers. The objective of the Best Value selection process is to select the service provider whose Offer provides the greatest overall benefit in response to the requirement (PWS). Best Value is the most advantageous offer conforming to the solicitation and demonstrating the Best Value to the DOE in terms of Technical Approach, Personnel, Quality Control Plan, Past Performance, Phase-In Plan and Price. Accordingly, the DOE reserves the right to select other than the lowest proposed overall price since the Government is interested in obtaining superior performance. Conversely, the Government will not pay a price premium that it considers

disproportionate to the benefits associated with the proposed margin of service superiority.

(d) In accordance with the PWS, DOE will provide all on-DOE site facilities, materials, equipment and general supplies. DOE will be responsible for providing maintenance and tracking of DOE-owned equipment.

This acquisition does not encompass any long term or on-going commercial contracts or purchase orders. The following commercial services currently under DOE contract(s) ARE NOT included in the PWS:

1. Moving services
2. Conferencing services
3. Building alteration construction acquired by the DOE Contracting Officer
4. Custodial services Forrestal and Germantown
5. Elevator and escalator maintenance and repair
6. Copier services under contract to Didlake, Inc.
7. Messenger services under contract to Logistics Applications, Inc.
8. HVAC repair, maintenance and installation services under contract to MARTEC, Inc.
9. Generator maintenance and repair
10. Energy management and control system under contract to Siemens Building Technology, Inc.
11. Germantown grounds maintenance under contract to Melwood
12. Painting services under contract to OMF
13. Warehouse services
14. Johnson Controls
15. The work being performed by Carlson Wagonlit Travel or any successor contractor
16. Forrestal lighting maintenance under contract to Devmar

The DOE has acquired commercial services for Watch (Duty) Engineers on a temporary basis. This work is included in the technical exhibits labor projections.

(e) In preparing the commercial price offer, the following guidelines are to be utilized:

1. The prime commercial service provider and each commercial service provider team member (subcontractors) must have their own in-force GSA Logistics Worldwide Federal Supply Schedule contract.
2. The prime commercial service provider and commercial service provider team

member (subcontractors) will not average or weight labor rates. Commercial service providers will submit the labor categories and rates identified in their own GSA Logistics Worldwide Federal Supply Schedule contract.

3. Where the GSA Logistics Worldwide Federal Supply Schedule contract period does not coincide with the solicitation, then two sets of labor rates for the DOE period will be submitted.
4. A discount on each labor rate is expected. Commercial service providers will not provide a bottom line discount for all labor rates. Where no discount is offered, then a “0%” will be placed in the applicable cell in the matrix.
5. Commercial service provider team members (subcontractors) will utilize their own GSA Logistics Worldwide Federal Supply Schedule contract labor rates. If a Task Order is awarded from this solicitation it will contain separate labor rates for the prime commercial service provider and all commercial service provider team members (subcontractors). Commercial service provider team members will not share or “ride” another commercial service provider’s GSA schedule labor rates. **This acquisition is subject to the Service Contract Act and Davis Bacon Act.** Commercial service providers are on notice that they will have to comply with the wage determinations attached to this solicitation. The commercial service providers will provide a cross walk between their labor category and any “applicable” labor categories in the wage determinations. The commercial service providers will provide a statement with their price proposal that their labor rates meet or exceed the applicable wage determination rates.
6. Where the commercial service provider’s GSA Logistics Worldwide Federal Supply Schedule contract will expire during the full term of the DOE’s requirements, then the commercial service provider may propose discount(s) to be applied to their future new or extended GSA Logistics Worldwide Federal Supply Schedule contract labor rates. The proposed discount(s) would be used equally for discounting present and future labor categories under the Task Order. Commercial service providers will therefore provide labor rates and discount percentages (%) for all periods of the proposed Task Order including where there are no current GSA Logistics Worldwide Federal Supply Schedule contract labor rates.
7. If a Task Order is awarded, the Task Order will be modified to accept the new GSA Logistics Worldwide Federal Supply Schedule contract labor rates in accordance with the following; When GSA modifies the GSA Logistics Worldwide Federal Supply Schedule contract for the previously unpriced periods, the DOE

will modify the Task Order to accept the labor rates, which represents the lowest of the two labor rates. In no case can the labor rate incorporated into the contract after award exceed the original proposed labor rate due to subsequent price revisions under the GSA Federal Supply Schedule contract. The only exception is where the rate is revised under direction of federal law. For example, the commercial service provider proposed an escalated "Travel Administrator" DOE discounted labor rate in the 5th year of the Task Order at \$25.00 per hour, and the commercial service provider also proposed a 20 percent discount against their new GSA Logistics Worldwide Federal Supply Schedule contract or extended GSA Logistics Worldwide Federal Supply Schedule contract. The "Travel Administrator" position in the new GSA Logistics Worldwide Federal Supply Schedule or extended GSA Logistics Worldwide Federal Supply Schedule is \$30.00 per hour. The 20% DOE discount would provide a GSA hourly rate of \$24.00 per hour. DOE would take the discounted labor rate of \$24.00 as opposed to the \$25.00 labor initially proposed for the 5th year of the Task Order and accept it.

8. The DOE will furnish, maintain and inventory control all office space, equipment and materials provided for service provider personnel on the DOE -site only. The DOE assumes the risk of physical loss or damage to any office space, equipment, and materials, and other property when owned by the DOE except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the commercial service provider, its team members/subcontractors, agents, or employees. The DOE will not pay directly under the Task Order or Letter of Obligation (LOO) for the service provider's cost associated with office space, equipment of any kind, furniture, or any other materials in the conduct of the PWS. However, the DOE will not object if the office spaces, equipment of any kind, furniture, or any other materials are contained in the service provider's indirect rate, such as overhead or G&A, and already included in the fully burdened labor rates.